

1  
2  
3  
4  
5  
6 IN THE UNITED STATES DISTRICT COURT  
7 FOR THE NORTHERN DISTRICT OF CALIFORNIA  
8

9 THOMAS A. GONDA, JR., M.D., ) Case No. 13-cv-01063-SC  
10 Plaintiff, )  
11 v. ) ORDER GRANTING IN PART AND  
12 ) DENYING IN PART DEFENDANTS'  
13 ) MOTION TO FILE UNDER SEAL  
14 )  
15 THE PERMANENTE MEDICAL GROUP, )  
16 INC.; and THE PERMANENTE MEDICAL )  
17 GROUP, INC. LONG TERM DISABILITY )  
18 PLAN FOR PHYSICIANS, )  
19 Defendants. )  
20 )  
21 )  
22 )  
23 )  
24 )  
25 )  
26 )  
27 )  
28 )

18 Now before the Court is Defendants' motion to file under seal  
19 a copy of the Final Separation Agreement and General Mutual Release  
20 of Claims (the "Release") between Plaintiff Thomas A. Gonda, Jr.,  
21 M.D., Defendant The Permanente Medical Group, Inc., and non-party  
22 Kaiser Foundation Hospitals. ECF No. 64. Defendants seek to file  
23 the entire Release under seal, with no portion of the Release in  
24 the public record. Defendants also request to file under seal an  
25 unredacted copy of their motion for summary judgment, because it  
26 will cite to sealable portions of the Release. In accordance with  
27 Civil Local Rule 79-5(e)(4), Plaintiff has filed a declaration in  
28 support of Defendants' motion.

1 "A party seeking to seal a judicial record bears the burden of  
2 overcoming" the "strong presumption in favor of access" to court  
3 records. Kamakana v. City & Cnty. of Honolulu, 447 F.3d 1172, 1178  
4 (9th Cir. 2006). The Civil Local Rules in this District reflect  
5 that presumption, requiring that requests to file under seal "must  
6 be narrowly tailored to seek sealing only of sealable  
7 material . . . ." Civ. L.R. 79-5(b).

8 The parties seek to seal the entire Release, but they provide  
9 justifications only for sealing the redacted portions, which are  
10 the various amounts paid pursuant to the settlement. Both parties  
11 have good reasons for sealing those numbers. Defendants argue that  
12 other plaintiffs in employment disputes with them might "use the  
13 confidential payment information contained in the Release as unfair  
14 leverage in negotiating future settlements." ECF No. 64 at 5.  
15 Plaintiff asserts that the Release contains "private financial and  
16 (by implication) medical information of Dr. Gonda." The Court  
17 agrees and GRANTS Defendants' motion with respect to the redacted  
18 dollar amounts in the Release.

19 However, neither party has provided a justification for  
20 sealing the rest of the Release. The law requires that a party  
21 seeking to seal a judicial record meet the "compelling reasons"  
22 standard. That standard requires the party to "articulate[]  
23 compelling reasons supported by specific factual findings."  
24 Kamakana, 447 F.3d at 1178. Perhaps recognizing their failure to  
25 provide the required compelling reasons, Defendants moved in the  
26 alternative to file a complete unredacted version of the Release  
27 under seal and a redacted copy in the public record. The Court  
28 finds that this latter approach is appropriate given the legitimate

1 concerns the parties have with publicly revealing the dollar  
2 amounts involved in the settlement and the lack of compelling  
3 reasons for sealing the entire document.

4 Defendants' motion is therefore GRANTED IN PART and DENIED IN  
5 PART. In accordance with Civil Local Rule 79-5(f)(3), Defendants  
6 shall file a copy of the Release with the redactions already  
7 identified (see ECF No. 64-4) in the public record within seven (7)  
8 days of the signature date of this Order.

9  
10 IT IS SO ORDERED.

11  
12 Dated: October 31, 2014



13 UNITED STATES DISTRICT JUDGE  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28